

PENN MEDICINE EAP SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this *1st* day of August ("**Effective Date**"), by and between Pennington Borough ("**Company**"), with an address located at 30 North Main Street, Pennington, NJ 08534 and The Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System and on behalf of PENN MEDICINE EAP, with an address located at 3400 Walnut Street, Philadelphia, Pennsylvania 19104 ("**Penn Medicine EAP**"). Penn Medicine EAP and Company may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

RECITALS

WHEREAS, Penn Medicine EAP has established an Employee Assistance Program ("**EAP**") and Work-Life Benefits program ("**WLB**"), in which Eligible Employees (as defined below) and other eligible beneficiaries can participate.

WHEREAS, Company desires to make available to Eligible Employees services covered under the Company's EAP and WLB programs ("**EAP/WLB Services**").

WHEREAS, Penn Medicine EAP provides and/or arranges for the provision of EAP/WLP Services through a network of Licensed Counselors (as defined below).

WHEREAS, Penn Medicine EAP desires to provide for Company, and Company desires to retain Penn Medicine EAP to provide EAP/WLB Services pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth in this Agreement, and intending to be legally bound, Company and Penn Medicine EAP agree as follows:

1. DEFINITIONS.

- 1.1 "**COBRA**" shall mean the Consolidated Omnibus Budget Reconciliation Act.
- 1.2 "**Confidential Information**" shall have the meaning as set forth in Section 9.1.
- 1.3 "**EAP**" shall have the meaning as set forth in the Recitals above.
- 1.4 "**EAP/WLB Services**" shall have the meaning as set forth in the Recitals above, and as set forth in Exhibit A.
- 1.5 "**Eligible Employees**" shall mean employees of the Company, their spouse/partner, and adult tax dependents over the age of eighteen (18) and under the age of twenty-six (26).
- 1.6 "**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended.
- 1.7 "**HIPAA**" shall have the meaning as set forth in Section 9.3.
- 1.8 "**Internal Revenue Code**" shall mean the United States Internal Revenue Code of 1986, as amended.

1.9 “**Licensed Counselor**” shall mean an individual licensed as a Mental Health Counselor, or Clinical Social Worker, or such individual who is authorized to provide EAP/WLB Services in the State of New Jersey or state in which they practice.

1.10 “**Network Providers**” shall have the meaning as set forth in Section 2.3.

1.11 “**PHI**” shall have the meaning as set forth in Section 9.4.

1.12 “**Term**” shall have the meaning as set forth in Section 5.

1.13 “**Transition Services**” shall have the meaning as set forth in Section 6.3.1.

1.14 “**WLB**” shall have the meaning as set forth in the Recitals above.

2. OBLIGATIONS OF PENN MEDICINE EAP.

2.1 **Provision of EAP/WLB Services.** As of the Effective Date, Penn Medicine EAP shall provide and arrange for the provision of the EAP/WLB Services described in Exhibit A attached hereto to Eligible Employees with a comprehensive network of Licensed Counselors. Eligible employees will not be charged any co-pay for EAP/WLB Services.

2.2 **Credentialing Licensed Counselors.** Penn Medicine EAP shall require that Licensed Counselors maintain the legally required professional licenses, accreditation and/or certifications within the State of New Jersey or in any other state in which Licensed Counselors provide EAP/WLB Services to Eligible Employees. Penn Medicine EAP shall require Licensed Counselors to have in full force and effect comprehensive professional malpractice insurance.

2.3 **Use of Network Providers.** Penn Medicine EAP shall require the providers (“**Network Providers**”), with which it contracts, to provide and/or arrange for the provision of EAP/WLB Services in accordance with applicable professional standards of quality of care.

3. OBLIGATIONS OF COMPANY.

3.1 **Website Maintenance.** Company shall maintain on its Company websites current information on the scope of EAP/WLB Services as defined in this Agreement. Any revisions to existing materials and/or any new materials made available on the Company’s websites shall be coordinated with Penn Medicine EAP prior to release of the revised or new materials.

4. FINANCIAL MATTERS.

4.1 **Compensation for EAP/WLB Services.** In consideration for performing the EAP/WLB Services, Company shall pay Penn Medicine EAP a fee equal to the following:

Term: August 1st, 2026 - July 31st, 2027

Rate: \$30.00 per Eligible Employee per year.

4.2 **Billing.** Penn Medicine EAP will bill Company quarterly. Company will make payment to Penn Medicine EAP within thirty (30) days of receipt of invoice.

4.3 **Employee Count:** Company will provide Penn Medicine EAP with an “**Employee Count**” of all Eligible Employees quarterly. The “Employee Count” shall serve as the basis for determining the quarterly fee. The initial “**Employee Count**” of Eligible Employees is 30 employees.

4.4 **No Billing of EAP/WLB Eligible Employees.** In no event shall Penn Medicine EAP or any of its Licensed Counselors bill, charge, seek reimbursement from, or otherwise seek recourse against any Eligible Employee, unless such an individual becomes ineligible. Except for an ineligible employee, Penn Medicine EAP is entitled to compensation for EAP/WLB Services solely from the Company, as outlined in this Agreement. Licensed Counselors are entitled to the payment of fees for services rendered by them solely from Penn Medicine EAP.

4.5 **Costs for Promotional Materials.** Cost sharing for additional promotional programs developed during the Term of this Agreement shall be contingent upon mutual agreement by Company and Penn Medicine EAP concerning each Party’s respective responsibility for the cost thereof.

5. **TERM.**

5.1 This Agreement shall have a term of three (3) year commencing on the Effective Date (“**Term**”). At the end of the Term, if a Party to the Agreement wants to renegotiate the rates for EAP/WLB Services, it shall provide written notice no less than ninety (90) days prior to the end of the Term, and renewal is contingent on the Parties mutually agreeing on the revised rates prior to the end of the Term.

6. **TERMINATION.**

6.1 **Termination for Cause.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement, provided such breach is not cured within thirty (30) days following receipt of written notice regarding such breach. This Agreement shall terminate at the end of the 30-day cure period if there is no cure, or as such later time as may be specified in the notice of termination, or as agreed upon by the Parties.

6.2 **Termination without Cause:** Either Party may terminate this Agreement for convenience and without cause upon one hundred and eighty (180) days written notice to the other Party.

6.3 **Post-Termination Obligations.**

6.3.1 **Review of Active Cases.** Penn Medicine EAP and Company shall promptly review all active cases at the time of termination. Penn Medicine EAP shall use reasonable efforts to provide EAP/WLB Services that commenced prior to the termination date, up to and including **five (5) sessions** per Eligible Employee, as allowed in this Agreement. Penn Medicine EAP will work with the Eligible Employee and have them transitioned to a new provider for services (“**Transition Services**”). Company is solely responsible for any fees or costs due to the new provider for any Transition Services. The transition period shall be no longer than thirty (30) days after the date of termination.

6.3.2 **Fee Payment after Termination.** Company shall pay all fees, which may be due and payable to Penn Medicine EAP on the date of termination, within thirty (30) days of

the termination date. Any fees for EAP/WLB Services rendered by Penn Medicine EAP after the termination date, and pursuant to the terms of this Agreement, shall be payable upon presentation of an invoice by Penn Medicine EAP to Company.

- 6.3.3 **Transition of Active Cases.** At the request of Company, Penn Medicine EAP shall provide such services and assistance as may be reasonably necessary to properly transfer, consistent with HIPAA requirements, all patient records and other documentation related thereto. Penn Medicine EAP shall receive proper documentation from Company and the new provider along with authorization from the patient allowing the record transfer. In addition, such authorizations shall release Penn Medicine EAP from all liability in connection with such transfer, provided such transfer, complies with all laws and regulations governing confidentiality of Company and health records.

7. LIABILITY AND INSURANCE.

- 7.1 **Standard of Care.** Penn Medicine EAP agrees to perform the EAP/WLB Services herein with the professional standard of care, skill and diligence which is applicable to the EAP/WLB Services.
- 7.2 **Hold Harmless.** Penn Medicine EAP shall not be responsible for the acts or omissions of any other person, including, without limitation, the Company, Licensed Counselors, or the Network Providers performing any services in connection with this Agreement, and Penn Medicine EAP shall only be responsible for the performance of its obligations in accordance with the terms of this Agreement.
- 7.3 **Insurance.** Penn Medicine EAP shall maintain comprehensive general liability and professional liability insurance and will provide evidence of coverage to Company upon written request.

8. RELATION AND STATUS OF PARTIES.

- 8.1 **Independent Contractor.** The Parties expressly agree that the relationship between Penn Medicine EAP (and its personnel or agents) and Company in connection with the EAP/WLB Services shall be at all times that of an independent contractor for all purposes in the performance of this Agreement.
- 8.2 **Penn Medicine EAP Not Insurer or Agent.** Notwithstanding anything to the contrary in this Agreement, neither Penn Medicine EAP, Licensed Counselors, nor any of the Network Providers are insurers, guarantors, underwriters, agents, or brokers.
- 8.3 **ERISA Compliance.** Company acknowledges and agrees that Penn Medicine EAP is not providing tax or legal advice regarding the EAP/WLB Services, and Company further acknowledges and agrees that Penn Medicine EAP does not exercise discretionary authority or control over Company's benefit plans. With respect to the EAP/WLB Services, Company retains sole and exclusive responsibility for compliance with, as applicable, ERISA, the Code, COBRA, and all other Federal, state and local laws, ordinances, regulations, and orders that are applicable to the provisions of employee benefits to Company's employees.
- 8.4 **Third Party Beneficiaries.** No party, other than Penn Medicine EAP or Company shall be entitled to any rights whatsoever by virtue of the relationships created by or arising under this Agreement, including, without limitation, rights as a third party beneficiary.

9. CONFIDENTIAL INFORMATION.

- 9.1 Confidential Information.** During the course of performance under this Agreement, the Parties and their respective agents, employees and representatives may obtain or have access to certain proprietary and confidential documents and information of the other Party, including, without limitation to, operational methods, legal structures, Network Providers, financial and rate information, computer programs, trademarks, trade names and service marks, and the existence of this Agreement (collectively, the “**Confidential Information**”). Confidential Information shall not include products or information that: (i) is in the public domain or in the possession of the receiving Party without restriction at the time of receipt under the Agreement; (ii) is used or released with the prior written approval of the disclosing Party; and (iii) is independently developed by the receiving Party without use of reference to the disclosing Party’s Confidential Information. Each Party agrees that the Confidential Information will be maintained on a strictly confidential basis and will be disclosed to only those agents, employees and representatives who require such for purposes of this Agreement and who have been advised of and have agreed to be bound by the terms of this Section. Each Party further represents, undertakes and agrees, for itself, its affiliates, and their respective agents, officers, directors, employees and representatives: (a) to keep the Confidential Information confidential; (b) to use the Confidential Information only as is necessary to carry out the terms and conditions of this Agreement, and not for any other purpose; (c) to take reasonable precautions to prevent unauthorized disclosure of the Confidential Information; and (d) not to disclose the Confidential Information to any person without prior written consent of the other Party, except as may be required by law, provided such Party shall use reasonable efforts to provide prompt written notice to the disclosing Party to allow the disclosing Party to offer its objections to the production of Confidential Information. Confidential Information that is required to be disclosed pursuant to law or regulation shall still be treated as Confidential Information hereunder for all other purposes.
- 9.2 Ownership of Confidential Information.** Each Party agrees the Confidential Information shall remain proprietary to, and the property of the Party providing or developing such Confidential Information.
- 9.3 Patient Confidentiality.** Penn Medicine EAP shall require its Licensed Counselors and Network Providers to take reasonable steps to protect the confidentiality of all patient records created and maintained under this Agreement and to prevent their unauthorized disclosure to third parties, except as authorized by applicable law, and including compliance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) 42 U.S.C. 1171 *et seq.*
- 9.4 Protection of Personal Identifiable Information of EAP/WLB Eligible Employees.** Company and Penn Medicine EAP have access to protected health information, as such term is defined under HIPAA and the HIPAA Regulations (“**PHI**”) of Eligible Employees. Company and Penn Medicine EAP shall respect the confidential nature of PHI of Eligible Employees. It is the responsibility of Company and Penn Medicine EAP to take reasonable steps to protect the information to which they have access and to safeguard the information from loss or misuse. The Parties agree that only individuals who have a “need to know” in their official capacity as a Company employee and/or a Penn Medicine EAP employee shall have access to such data. Each Party agrees to provide prompt written notice to the other if it becomes aware of any use or disclosure of the Confidential Information, including but not limited to PHI, in a manner inconsistent with the requirements of this Agreement.

10. MISCELLANEOUS.

- 10.1 **Assignment and Binding Effect.** Neither Party hereto may assign or delegate any of the rights and obligations hereunder without the prior written consent of the other Party.
- 10.2 **Fraud and Abuse.** If any provision of this Agreement is determined by an appropriate regulatory agency, court of law or a mutually acceptable opinion of counsel to violate any applicable state or federal anti-kickback or anti-referral law or regulation, or any applicable state insurance or similar law, the Parties hereto agree to renegotiate in good faith such provision to Amend the terms of this Agreement. If acceptable revisions cannot be reached, then either Party hereto may terminate this Agreement upon thirty (30) days advance written notice to the other Party.
- 10.3 **Adjustment for Errors.** All payments made under this Agreement are subject to adjustment in the event of an error affecting such payment. Appropriate adjustments will be made within thirty (30) days after receipt of written notice of the error.
- 10.4 **Severability.** The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.5 **Record Maintenance.** Penn Medicine EAP will maintain records under this Agreement for a period of seven (7) years or such longer period as may be required by law.
- 10.6 **Fees and Expenses.** Each Party hereto shall be responsible for all fees, costs and expenses incurred by that Party in connection with the preparation of and performance under this Agreement.
- 10.7 **Survival.** Sections 2, 3, 4, 6, 7, 8, 9, and 10 shall survive expiration or termination of this Agreement.
- 10.8 **Headings.** The Section headings used herein have been included for convenience only and shall not be considered in interpreting this Agreement. All references to sections and exhibits are to sections and exhibits of this Agreement unless otherwise specified.
- 10.9 **Further Assurances.** Each of the Parties hereto, without further consideration, shall execute, acknowledge, and deliver instruments and documents as the other Party may reasonably request or require effectuating fully the purposes and intent of this Agreement.
- 10.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument. The Parties agree that a facsimile transmission of an executed counterpart of this Agreement shall have the same binding effect on the signatory as an executed and delivered original. The Parties further agree, for conformity purposes only, to exchange copies of executed counterpart originals promptly after the aforesaid facsimile transmissions so that each Party may have one fully executed original.
- 10.11 **Non-Discrimination.** Penn Medicine EAP shall require its Licensed Counselors and Network Providers to not differentiate or discriminate in their counseling or treatment of any individuals, or the access to treatment of any individuals. Penn Medicine EAP shall require its Licensed Counselors to provide the EAP/WLB Services in accordance with the professional standards applicable to the Licensed Counselors and Network providers.

10.12 **Amendment of Agreement.** The Parties may amend the terms of this Agreement only by written agreement signed by the Company and Penn Medicine EAP.

10.13 **Notices.** Any notice, demand, or communication required, permitted, or desired, shall be deemed effectively given if in writing and personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to Penn Medicine EAP:
Marguerite Pedley, PhD
SVP, Penn Medicine Princeton House Behavioral Health
905 Herrontown Road
Princeton, NJ 08540

If to Company:
Pennington Borough
30 North Main Street, Pennington, NJ 08534
Attention: James Davy

Or to such other address, and to the attention of such other person(s) or officer(s) as any Party may designate by written notice to the other Party.

10.14 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws principles that would require application of the law of a jurisdiction outside of the State of New Jersey.

10.15 **Force Majeure.** Neither Party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, terrorism, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

10.16 **Entire Agreement.** This Agreement is the entire agreement between the Parties and supersedes all previous agreements or understandings relating to its subject matter and supersedes all prior or contemporaneous negotiations or agreements.

10.17 **Advertising and Publicity.** Neither Party shall use the name, logo or trademark of the other (or of any of the other's affiliates) in any form of publicity or promotional or advertising material, or in any communications with the media without the other Party's prior written consent to the specific contemplated use. Penn Medicine EAP may terminate this Agreement and seek injunctive relief immediately if Company violates this provision.

10.18 **Exhibits and Schedules.** All exhibits, schedules and attachments to this Agreement referred to in this Agreement are incorporated into this Agreement by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PENN MEDICINE EAP

COMPANY

Marguerite Pedley date
SVP, Penn Medicine Princeton House
Behavioral Health

James Davy date
Mayor

Exhibit A

1. Purpose of EAP/WLB Services:

The following objectives are an integral part of the EAP/WLB Services:

- 1.1 To assist Company in achieving peak workplace efficiency, the EAP/WLB Services will endeavor to address the full spectrum of personal concerns affecting the attitude, attendance, and general productivity of Company's employees.
- 1.2 To assist Company's management by making available resources for the health and well-being of Company employees by offering EAP/WLB Services to Eligible Employees.
- 1.3 To assist Company's supervisors and management by providing a range of structured solutions to address, and to the extent feasible, anticipate and make reasonable efforts to mitigate personal concerns of employees that may affect job performance.
- 1.4 To provide confidential, short-term assistance, to Eligible Employees who are referred to the EAP or those who voluntarily seek assistance from the EAP and to establish an appropriate course of action to provide the opportunity to resolve the Eligible Employees' personal and professional concerns, whether or not they impact workplace productivity.

2. EAP Counseling Sessions: five (5) sessions per topic per year.

- 3. Accessibility:** Penn Medicine EAP maintains a toll-free number (888-321-4433), 24 hours a day/7 day a week. Call center is staffed with EAP Licensed Counselors during business hours. During non-business hours, an on-call EAP Licensed Counselor is available. Via Penn Medicine EAP website [https://www.med.upenn.edu/PennMedicine EAP/](https://www.med.upenn.edu/PennMedicineEAP/) Online Intake forms are available at <http://pennmedicine.eapintake.com>. Follow up to completed Intake forms occurs the next business day to provide access to EAP/WLB Services. No new referrals into EAP sessions will be made for anyone who is currently participating in EAP sessions.

4. Intake:

- 4.1 Following the intake, the Eligible Employee will be referred to a Licensed Counselor in their geographical area. Face-to-face and telehealth services are available to all Eligible Employees.
 - 4.1.1 Routine appointments will be scheduled within 7-10 business days unless the caller's preferences delay the process.
 - 4.1.2 Penn Medicine EAP will offer assistance, as needed, until an appointment is scheduled.
 - 4.1.3 Emergency counseling and crisis intervention services are available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year, through the twenty-four (24) hour toll-free EAP line.
 - 4.1.4 Crisis intervention is available by way of phone consultation or crisis referral provided by an EAP clinician.

- 5. Legal and Financial Services:** Work-Life calls involving legal and/or financial issues will be warm transferred to MyLife Expert.

5.1 Legal Services: Penn Medicine EAP may provide access to basic legal guidance is available to all employees and their adult household members through private, independent attorneys, who are willing to provide limited, generalized legal consultative services for Eligible Employees. Specifically, Eligible Employees will be given access to such lawyer(s) for an initial half-hour consultation at no charge (each a “Consult”). If further legal services are required from such lawyer, Eligible Employees will arrange for such services directly with the lawyer(s) and be eligible to receive such services at a 25% discount. Two Consults are available annually, for each Eligible Employee. This benefit does not cover issues related to disputes with the Company or taxes.

5.2 Financial Services: Access to basic financial guidance is available to all Eligible Employees. The client be given access to a financial professional for a consultation. There is no limit to the length of the consultation and no cost to the Eligible Employee.

- 6. Provider Network/Affiliates:** Penn Medicine EAP has a comprehensive network of Licensed Counselors who are authorized to provide EAP/WLB Services in the state in which they practice. Counselors are credentialed with Penn Medicine EAP. All Licensed Counselors are required to maintain professional licenses, accreditation and/or certification within the state in which their services are provided. Licensed Counselors are available for face-to-face counseling or via telehealth.
- 7. Referrals:** Penn Medicine EAP will provide referral to qualified professional resources for specialized counseling or rehabilitation needs including, but not limited to anger management, treatment for substance abuse, psychological issues, crisis management, domestic violence, and workplace violence. Penn Medicine EAP has providers who facilitate trainings, specialize in the assessment and treatment of chemical dependency and other maladaptive behaviors.
- 8. SAP:** . Penn Medicine EAP has clinicians who are certified Substance Abuse Professionals (SAP) for the US Department of Transportation (DOT).
- 9. Critical Incident Response / Trauma Response:** Penn Medicine EAP will provide **one (1)** critical incident consultations and interventions as needed for individuals, units, and organization-wide during each one-year term of this Agreement. Any critical incident responses over **one (1)** shall be charged at \$250 A critical incident is any situation that causes a work group to experience strong reactions that have the potential to interfere with present or future productivity. These could range from circumstances such as an employee death or company downsizing, to violence in the workplace, to a terrorist attack. Penn Medicine EAP is prepared to provide a comprehensive range of services to address such issues. A critical incident consultation will be conducted to determine which services are appropriate.
- 10. EAP Orientations:** Penn Medicine EAP will provide up to **one (1)** one-hour EAP Orientation during each one-year term of this Agreement at no charge. Any orientations over and above **one (1)** during a one-year term will be billed at \$250 per hour.
- 11. Health / Benefits Fair:** Penn Medicine EAP will participate in up to **one (1)** Health / Benefits Fairs during each one-year term of this Agreement at no charge. Any Health Benefit Fairs over and above **one (1)** during a one-year term will be billed at \$250 per hour.
- 12. Management Consultations:** Penn Medicine EAP will provide consultations with, training of, and assistance to Company leadership (human resources, managers, and supervisors) seeking to manage an employee with work or mental health issues, enhance the work environment or

improve job performance. Penn Medicine EAP will assist Company leadership in the use, as appropriate, of constructive confrontation, motivation, and short-term intervention with employees to address problem that effect job performance. Penn Medicine EAP offers management tools, including Formal and Mandatory Referrals, so that EAP can partner with leadership to ensure employee engagement in EAP services, if and when there are concerns related to productivity, an employee that may have a negative impact on the workplace or its culture or if there are concerns for safety.

- 13. Supervisory Trainings:** Penn Medicine EAP will provide up to **one (1)**, supervisory trainings during each one-year term of this Agreement at no charge. Any supervisory trainings over and above **one (1)** during a one-year term will be billed at \$250 per hour.
- 14. Workshops:** Penn Medicine EAP will provide up to two (2), one-hour EAP/Work Life related training sessions from the Penn Medicine EAP Workshop Catalog attached to the Agreement during each one-year term of this Agreement at no charge. Any training over and above two (2) hours during a one-year term will be billed at \$350 per hour.
- 15. Customized Trainings:** Penn Medicine EAP will provide customized trainings which will be billed at \$350 per hour.
- 16. Work Life Services:** Penn Medicine EAP provides Work/Life services via EAP Expert platform via our website and portal available via MyLife Expert with up-to-date articles, videos, podcasts, calculators, interactive checklists, webinars related to Financial and Legal matter, Child Care and Education, Eldercare, Health and Wellness, Career and Military, Everyday Living and more.
- 17. Website Access:** Penn Medicine EAP provides a central website for Eligible Employees to have direct and clear access to basic information via: <https://www.med.upenn.edu/PennMedicineEAP>.
- 18. Promotional Programing:** Penn Medicine EAP will reasonably assist in the development, availability and use of promotional materials and activities to encourage the use of the program. Penn Medicine EAP provides posters, brochures, wallet cards, monthly newsletters, health fairs, wellness programs and flyers.
- 19. Reports:** Penn Medicine EAP will provide Company with ongoing analysis of the effectiveness of the EAP/WLB Services by providing Quarterly Reports and an Annual Report. All reports include only de-identified and aggregated data and statistics to protect the confidentiality of the individuals utilizing EAP/WLB Services.